

U.S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
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SHREVEPORT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

DEBORAH BROOKS

CIVIL ACTION No. 06-1421

Versus

JUDGE STAGG

AFNI, INC., ET AL

MAGISTRATE JUDGE HORNSBY

STIPULATION OF DISMISSAL WITH PREJUDICE

NOW INTO COURT, through undersigned counsel comes, DEBORAH BROOKS, AFNI, INC., and ECHOSTAR SATELITE CORPORATION, and enters this Stipulation of Dismissal with Prejudice, pursuant to the Federal Rules of Civil Procedure Rule 4 (a)(1)(ii). DEBORAH BROOKS, AFNI, INC., ECHOSTAR SATELITE CORPORATION stipulate that all asserted and unasserted claims and demands among them have been amicably compromised and, accordingly, that the action is dismissed with prejudice and with the parties to bear their own costs.

BY: [Signature]

Edward Takara, Bar No. 23325
UAW-GM Legal Services Plan
6007 Financial Plaza #704
Shreveport, LA 71129
318-688-3960
Attorney for Deborah Brooks

BY: [Signature]

Donald Lee Brice, Jr., Bar No. 17482
The Smitherman Law Firm, L.C.
8570 Business Park Drive
Shreveport, LA 71105
318-227-1990
Attorney for Echo Star Satellite,
L.L.C., and AFNI, Inc.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE ("Agreement") is made this 21st day of December, 2006, by and between Deborah Brooks ("Claimant"), EchoStar Satellite L.L.C. ("EchoStar"), and Afni, Inc. ("AFNI") (collectively the "Parties").

WHEREAS, a dispute has arisen between EchoStar, AFNI and Claimant;

WHEREAS, Claimant has filed a complaint against EchoStar and AFNI in the United States Western District of Louisiana; Suit No. 06 CV 1421 ("CASE");

WHEREAS, the Parties wish to end their dispute, resolve the matter, and dismiss the CASE.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties intending to be legally bound, hereby agree as follows:

- 1) Upon receipt of a signed copy of this Agreement from Claimant, AFNI shall issue a check made payable to Deborah Brooks in the amount of Five Hundred Dollars (\$500.00) within ten (10) days.
- 2) Upon receipt of a signed copy of this Agreement from Claimant and a completed Form W9 from UAW Legal Services Plan, EchoStar shall issue a check made payable to UAW Legal Services Plan in the amount of Two Thousand Three Hundred Dollars (\$2,300.00) within ten (10) days.
- 3) On or about October 17, 2006, EchoStar requested removal of the disputed amount at issue in the CASE from collections. Furthermore, on this same date, AFNI requested that the credit reporting agencies delete any adverse reporting concerning or related to the disputed account at issue in the CASE (*See Exhibit A*). The Parties agree to institute reasonable safeguards to ensure that no adverse reporting will be reinserted on the Claimant's credit report concerning or related to the disputed account at issue in the CASE. Neither EchoStar nor AFNI assumes any responsibility or obligation with respect to the promptness with which the credit reporting agencies may act upon such instructions from AFNI.
- 4) In consideration for the actions referenced in the above paragraphs, Claimant does hereby absolutely and unconditionally release and forever discharge EchoStar and AFNI, their parents, subsidiaries, affiliates, agents, employees, representatives, successors and assigns ("Released Parties") from any and all manner of action or actions, claims and damages, whether known or unknown, fixed or contingent, direct or indirect, liquidated or unliquidated, that Claimant may now or hereafter have against any of the Released Parties, including those that are the subject of the CASE.
- 5) By entering into this Agreement, EchoStar and AFNI are not admitting any liability, any and all such liability being expressly denied.
- 6) The Parties agree not to disclose the existence of this Agreement, the terms and conditions of this Agreement, and the fact that the dispute between the Parties was settled, to the media unless otherwise required by applicable law.
- 7) This Agreement is contractual and constitutes the entire agreement of Claimant, EchoStar and AFNI. The Parties hereto affirmatively represent that they are entering into this Agreement of their own free will, that none of them are relying upon any representation or failure to disclose information by any other party not contained herein, and that they have made independent investigation of any and all bases for their decision to execute this Agreement.

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- 8) Claimant agrees to dismiss all claims with prejudice in the CASE upon receipt and processing of the checks referenced in Paragraph 1 and 2, and further agrees that this Agreement may be specifically enforced and used as evidence in subsequent proceedings in which a breach of this Agreement is alleged.

ACKNOWLEDGED AND AGREED TO:

By: Deborah Brooks
Deborah Brooks
Date 3-13-07

ECHOSTAR SATELLITE L.L.C.

By: Dana E. Steele
Dana E. Steele, Director & Sr. Corp. Counsel
Date 3/5/07

AFNI, INC.

By: John O'Sullivan
Date 2/28/07

AGREED AS TO FORM:

UAW LEGAL SERVICES PLAN

By: Edward Takara
Edward Takara, Esq.